the other hand, in *People* v. *Bellevue Hospital Medical College*, 60 Hun, 107, the mandamus was granted, on the ground that the refusal to bestow the degree was arbitrary, and that it was not a case of the exercise of discretion. See 5 HARVARD LAW REVIEW, 205.

The statement of the court in the last named case to the effect that, when a student matriculates according to the terms of the published circular of the college, a contract arises, seems open to objection. That the relation between student and faculty is not contractual has recently been decided in England. In the case of *Green* v. *Master and Fellows of St. Peter's College, Cambridge*, reported in 31 Law Journal, 119, the plaintiff, who had been expelled from the defendants' college, brought an action for breach of contract, advancing the proposition that a student, on entering a college, enters into a contract with the college authorities, who agree, in consideration of his obeying all lawful rules and paying fees, to allow him to reside at the college for the length of time necessary for obtaining a degree, and to do all things requisite to enable him to obtain such degree. Mr. Justice Wills held that there was clearly no such contract, and that the case did not justify judicial interference. This decision, which finds some support in the interesting case of *Thomson* v. *University of London*, 33 Law J. Rep. Ch. 625, seems eminently sound.

That courts are very loath to interfere with the exercise of discretionary powers by college authorities is shown by several American cases in which aggrieved students have vainly sought relief at law from disciplinary measures adopted by faculties. See *People* v. *Wheaton College*, 40 Ill. 186; *North* v. *Trustees of University of Illinois*, 137 Ill. 296; *Dunn's Case*, 9 Pa. Co. Ct. Rep. 417.

People v. *Bellevue Hospital Medical College*, *supra*, appears to stand alone. Whether a mandamus should issue even in such a case may perhaps be doubted. And yet it seems only just that the student should have a remedy. Fortunately, the rarity of such arbitrary action on the part of college authorities renders the question one of speculative rather than practical interest.

JUDICIAL OPINIONS LONG DRAWN OUT. — The opinion of the House of Lords in *Angus* v. *Dalton*, 6 Ap. Cas. 740, occupies an unusually large space in the reports; but the striking importance of the case is certainly ample justification for such exhaustive treatment. Where, however, without any such justification, some commonplace question is handled at equal length, one may well find fault. Unfortunately a tendency in this direction is only too noticeable in many of our State courts. A conspicuous example is furnished by the case of *Ry. Co.* v. *Transportation & Mfg. Co.*, 27 Fla. 1, which occupies one hundred and sixty-one pages of the report, one hundred and nine of which are given up to the opinions of the two judges. As far as can be gleaned from the paragraphs of the eight-page head-note, the points involved were not of especial importance. Lord Mansfield used to say that he made his opinions long for the benefit of students. That was a century ago. In the midst of the present overwhelming flood of legal literature, the judge who condenses his opinions as rigorously as is at all consistent with thoroughness is conferring a benefit on the entire profession.